

**RESOLUTION BY COMMUNITY DEVELOPMENT/  
HUMAN RESOURCES COMMITTEE**

**02- 2 -1103**

**July 1, 2002**

**AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE PIEDMONT PARK SOCCER COUNCIL A NON-PROFIT ORGANIZATION FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2) YEAR PERIOD, FOR ALLOWING THE SOCCER COUNCIL TO OPERATE JOINTLY WITH THE CITY OF ATLANTA, DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, THE SOCCER FIELDS AND RESTROOM FACILITIES LOCATED NEXT TO THE TENNIS CENTER INSIDE PIEDMONT PARK; AND FOR OTHER PURPOSES.**

**Whereas, the City of Atlanta desires to provide soccer facilities for the use of the children and adults of the City of Atlanta and elsewhere; and**

**Whereas, a previously drafted 1985 Piedmont Park Soccer Council Agreement had proved to be successful and beneficial to the City and to the Piedmont Park Soccer Council which is comprised of the Atlanta Youth Soccer Association; Atlanta District Amateur Soccer League (ADASL); Greater Atlanta Women's Soccer Association (GAWSA); and Hotlanta Soccer Association; and**

**Whereas, the City of Atlanta and the Piedmont Park Soccer Council have negotiated a new Lease Agreement and desires to establish a Lease to operate jointly certain soccer fields and restroom facilities located next to the Tennis Center within the Piedmont Park.**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:**

**Section 1: That the Mayor be and is hereby authorized to enter into a lease agreement with the Piedmont Park Soccer which is comprised of the Atlanta Youth Soccer Association; Atlanta District Amateur Soccer League (ADASL); Greater Atlanta Women's Soccer Association (GAWSA) and Hotlanta Soccer Association, for a period of three (3) years, with one option to renew for an additional two (2) year period, for allowing the Piedmont Soccer Council to operate jointly with the City of Atlanta, Department of Parks, Recreation and Cultural Affairs the soccer fields and restroom facilities located adjacent to the Tennis Center inside Piedmont Park; and for other purposes.**

**Section 2: That for the period of this lease agreement the Piedmont Soccer Council shall operate/manage the Piedmont Park Soccer fields and adjacent restroom facility adjacent to the Tennis Center and further agrees comply with all negotiated provisions of the attached lease agreement which is attached and made a part of this Resolution with**

regards to maintenance issues and the grant use of the soccer fields and related restroom facilities, as referenced above.

**Section 3:** That said lease agreement shall be reviewed by the City Attorney as to form and prepared for the Mayor's signature, with the City of Atlanta incurring no liability there under until the lease agreement has been executed by the Mayor and delivered to the Piedmont Soccer Council.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**LEASE AGREEMENT FOR THE PIEDMONT PARK SOCCER COUNCIL**

**This Lease Agreement** is made and entered into this the \_\_\_\_\_, day of \_\_\_\_\_, 2002, by and between the City of Atlanta, a municipal corporation of the State of Georgia, (hereinafter referred to as the "City"), and the Piedmont Park Soccer Council, a non-profit organization (hereinafter referred to as "PPSC").

**WITNESSETH:**

**Whereas**, the City desires to provide soccer facilities for the use of the children and adults of the City and elsewhere; and

**Whereas**, a previously drafted 1985 Piedmont Park Soccer Council Agreement had proved to be successful and beneficial to the City and to the Piedmont Park Soccer Council which is comprised of the Atlanta Youth Soccer Association; Atlanta District Amateur Soccer League (ADASL); Greater Atlanta Women's Soccer Association (GAWSA); and Atlanta Soccer Association; and

**Whereas**, the City and PPSC desire to establish a Lease Agreement to operate jointly certain soccer fields and restroom facilities located next to the Tennis Center within the Piedmont Park; and

**Whereas**, this Lease Agreement was authorized by a Resolution adopted by the Atlanta City Council on the \_\_\_\_\_, day of \_\_\_\_\_, 2002 and approved by the Mayor on the \_\_\_\_\_, day of \_\_\_\_\_, 2002, a copy of said Resolution being attached hereto and marked as Exhibit "A".

**NOW, THEREFORE**, in consideration of the mutual covenants between the parties contained herein, and for other good and valuable consideration, the parties agree as follows:

**Section 1. Description of Program.** PPSC shall conduct the following programs of athletics at Piedmont Park with the City for the term of this Lease Agreement:

- a. Soccer for children and adults managed by non-profit organizations identified as, Atlanta Youth Soccer Association; Atlanta District Amateur Soccer League (ADASL); Greater Atlanta Women's Soccer Association (GAWSA) and Hotlanta Soccer Association that are affiliated with the Georgia State Soccer Association;
- b. All PPSC programs must be first provided in writing to the Athletic Coordinator within the Bureau of Recreation. PPSC shall determine the number of teams involved in all PPSC programs and submit for approval a comprehensive schedule of programs to the Director of the Bureau of Recreation thirty (30) days prior to the scheduled season.
- c. Re-scheduling for Rain out days will be forwarded to the Bureau of Recreation Athletic Coordinator/ Bureau of Parks District Manager/ and the Piedmont Park Conservancy Inc., Director of Park Operations

**Section 2. Grant use of Facilities.** The City does hereby grant to PPSC, under the terms and conditions hereinafter set forth, the use of the following facilities within Piedmont Park for the operation of these programs of athletics and for other purposes incident thereto:

- a. The freestanding restroom building facility adjacent to the Tennis Center.
- b. Piedmont Park structured active oval soccer fields (North and South)

February 11 - June 21  
August 10 - December 15

The fields will be closed for re seeding, aerating and general maintenance during December 15 - February 18 and June 21 - August 10  
Youth Recreation Soccer programming- Daily- Monday through Friday 4:00 p.m. until dark and Saturdays- 9:00 a.m. until dark for league play.  
Sundays- 8:00 a.m. until dark for Adult league play.

- c. PPSC as the Lessee will grant by permit, the use of the soccer fields inside Piedmont Park to other organizations for use.
- d. League play must be sanctioned by the Georgia State Soccer Association or the United States Soccer Association and must be a non-profit organization.
- e. Re sodding of the soccer fields to original grades, at no cost to the City.
- f. PPSC will either pay for a Service contract for the irrigation system or have fees available up to \$1,000 for emergency repairs to said system.

**Section 3. Primary use of Facility.** The City grants to PPSC the use of the soccer facilities described in paragraph 2 above on a primary use basis. PPSC recognizes that other groups, individuals and organizations, from time to time desire to use the soccer facilities and does hereby agree to allow the use of these soccer facilities by other groups, individuals and organizations, if such use is first approved in writing by the Commissioner of the Department of Parks, Recreation and Cultural Affairs and given to PPSC within a reasonable period of time before the use, provided that:

- a. The use by other groups does not interfere in any way with scheduled PPSC activity whether games or practice.
- b. The groups, individuals or organizations agree in writing to furnish to PPSC and the City before its use of the soccer facilities, to be responsible for reasonable costs for all damages to any of the soccer facilities.
- c. The groups, individuals or organizations agree in writing to furnish to PPSC and the City before its use of the soccer facilities, to hold PPSC and the City harmless for all costs and expenses for any injuries which may be incurred by participants or spectators at the events.
- d. During every lease year, all user groups, individuals or organizations will develop a schedule of planned events for the soccer fields and facilities.
- e. These schedules will be submitted to the Athletic Coordinator in the Bureau of Recreation/Bureau of Parks District Manager and the Piedmont Park Conservancy, Inc. Director of Park Operations.

**Section 4. Hold Harmless** PPSC agrees to hold the City, its officers, agents and employees harmless for any and all claims the City or any of them arising out of any act or omission of the

PPSC, its officer, agents or employees which act or omission was not specified or contemplated by this Lease Agreement.

**Section 5. City Maintenance of Facility.** The City shall at its sole cost and expense:

- a. Maintain the Irrigation system and insure that it is in complete working order prior to the installation of sod and or top dressing and overseeding annually in the month of June.
- b. Perform or provide for all major repairs such as, but not limited to plumbing and electrical services. For the purpose of this Lease Agreement all Major repairs shall have an estimated cost for at least \$1,000.00, all major repairs shall be scheduled through the Bureau of Parks.
- c. Maintain parking lot lights and provide electrical power to the irrigation system for the soccer fields within Piedmont Park.
- d. Provide water for the soccer fields within Piedmont Park
- e. Provide trash containers and pick up.
- f. Provide the PPSC access to parking.

**Section 6. PPSC Maintenance of Facility.** PPSC shall perform the following maintenance services at its sole costs and expense:

- a. Perform annual top dressing and installation of portable goals and nets.
- b. Purchase all materials and provide maintenance as needed including seeding and fertilizing of the soccer fields used by the PPSC as specified by Exhibit C and the Director of the Bureau of Parks, and prepare the soccer fields for PPSC events (and provide appropriate materials).
- c. Agrees to maintain the soccer fields in accordance with OSHA standards.
- d. Maintain, including fertilizing, spreading seed, watering and cutting according to recommendations for athletic fields, all areas to be used as practice and game facilities. (Map of areas is attached as "Exhibit B" and the schedule of maintenance is attached as "Exhibit C"). All materials for seeding and fertilizing shall be purchased by PPSC.

**Section 7. Insurance-** The language for this provision will *be provided by the City of Atlanta- Risk Manager*

**Section 8. City Agreement Required.** PPSC shall have the right at its sole cost and expense to improve and add to the soccer facilities described in this Lease Agreement, but, shall first obtain the written approval of the Commissioner of the Department of Parks, Recreation and Cultural Affairs before doing so.

**Section 9. PPSC/City and PPC Meeting.** PPSC the Department of Parks, Recreation and Cultural Affairs and the Piedmont Park Conservancy, Inc. shall meet no less than one time quarterly for planning and review of the recreational programs and maintenance programs conducted by PPSC and to review their respective efforts and performances under the Agreement relating to maintenance.

**Section 10. Members of PPSC.** Members of the Council shall consist of City of Atlanta citizens who represent participating organizations utilizing the soccer fields. Appointment to the Council will be made by the Commissioner of the Department of Parks, Recreation, and Cultural Affairs:

- A. Atlanta Youth Soccer Association
- B. Atlanta District Amateur Soccer League (ADASL)
- C. Greater Atlanta Women's Soccer Association (GAWSA)
- D. Hotlanta Soccer Association

**Section 11. Alcoholic Beverages.** Neither PPSC nor the City shall permit the sale of alcoholic beverages at PPSC events.

**Section 12. Term.** The term of this Lease Agreement shall be for a 3 year period following the date of execution of this Lease Agreement, with one (1) option to renew for an additional 2 year period, if mutually agreed upon by both parties.

**Section 13. Termination of Lease Agreement.** Either party may terminate this Lease Agreement, with or without cause, by giving a one (1) year written notice of its intention to terminate or cancel this Lease Agreement.

**Section 14. Notices.** All notices required to be made under this Lease Agreement shall be sent to the following addresses:

a. To the City: Commissioner, Department of Parks, Recreation and Cultural Affairs  
City Hall East  
675 Ponce de Leon Avenue, 8th Floor  
Atlanta, Georgia 30308

b. To PPSC: Atlanta Youth Soccer Association  
P.O Box 133126  
Atlanta, Georgia 30333

**Section 15.** It is understood by PPSC that this Lease Agreement shall not become binding on the City, and the City shall incur no liability upon the same until such Lease Agreement has been executed by Mayor and delivered to the PPSC.



IN WITNESS WHEREOF, The City and the Piedmont Park Soccer Council have caused this Lease Agreement to be executed by their duly authorized officials, the day and year first above written.

ATTEST:

CITY OF ATLANTA:

\_\_\_\_\_  
MUNICIPAL CLERK

\_\_\_\_\_  
MAYOR (SEAL)

ATTEST:

ATLANTA YOUTH SOCCER ASSOCIATION

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

ATTEST:

ATLANTA DISTRICT AMATEUR SOCCER LEAGUE

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

ATTEST:

GREATER ATLANTA WOMEN'S SOCCER  
ASSOCIATION

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

ATTEST:

HOTLANTA SOCCER ASSOCIATION

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

APPROVED:

APPROVED:

\_\_\_\_\_  
Acting Commissioner, Department of  
Parks, Recreation and Cultural Affairs

\_\_\_\_\_  
Chief Operating Officer

APPROVED AS TO FORM:

RECOMMENDED:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Director, Bureau of Purchasing and Real  
Estate

**AS TO INTENT:**

**APPROVED:**

\_\_\_\_\_  
**Acting Director, Bureau of  
Recreation**

\_\_\_\_\_  
**Chief Financial Officer**

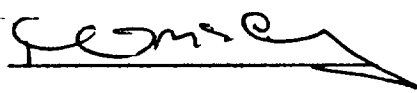
**AS TO INTENT:**

\_\_\_\_\_  
**Director, Bureau of Parks**

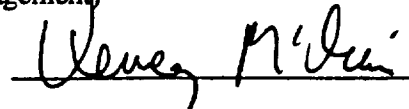
**TRANSMITTAL FORM FOR LEGISLATION**

**TO MAYOR'S OFFICE: Gregory G. Pridgeon, Chief of Staff**  
(for review & distribution to Executive Management)

Commissioner's  
Signature:



Director's  
Signature:



From Originating Dept.: Parks, Recreation  
and Cultural Affairs

Contact (Name): Dewey L. McClain  
404-817-6780

Committee(s) of Purview: CD/HRC

Committee Deadline: 06-10-02

Committee Meeting Date(s): 06-25-02

Council Meeting Date(s) : 07-01-02

**CAPTION: RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE PIEDMONT PARK SOCCER COUNCIL, A NON-PROFIT ORGANIZATION FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2) YEAR PERIOD, FOR ALLOWING THE SOCCER COUNCIL TO OPERATE JOINTLY WITH THE CITY OF ATLANTA, DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, THE SOCCER FIELDS AND RESTROOM FACILITIES LOCATED NEXT TO THE TENNIS CENTER INSIDE PIEDMONT PARK; AND FOR OTHER PURPOSES.**

**BACKGROUND/PURPOSE/DISCUSSION:**

The Department of Parks, Recreation and Cultural Affairs, desires to provide soccer facilities for the use of children and adults of the City of Atlanta and elsewhere inside Piedmont Park.

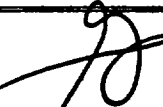
The Piedmont Park Soccer Council, a non-profit organization that is comprised of the Atlanta Youth Soccer Association; Atlanta District Amateur Soccer League (ADASL); Greater Atlanta Women's Soccer Association (GAWSA); and Hotlanta Soccer Association have negotiated a new Lease Agreement with the City of Atlanta, Department of Parks, Recreation and Cultural Affairs to operate jointly certain soccer fields and restroom facilities located next to the Tennis Center within Piedmont Park for a three (3) year period, with one option to renew for an additional two (2) year period.

The Piedmont Park Conservancy, Inc., organization that operates and manages the Multi-purpose Complex and Visitor's Center in Piedmont Park, was also a part of the negotiation team for this arrangement and agrees with the terms and conditions of the proposed Lease Agreement.

**FINANCIAL IMPACT (if any):** None

**MAYOR'S STAFF ONLY:**

Received by Mayor's Office: \_\_\_\_\_  
(date)

Reviewed:  \_\_\_\_\_  
(initials/date)

Submitted to Council: \_\_\_\_\_

(date)

Action by Committee: ☐ Approved ☐ Adversed ☐ Held ☐ Amended  
☐ Substitute ☐ Referred ☐ Other

**DPRCA FORM 90-2a**